

CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145
BIDDING INSTRUCTIONS FOR **BID # S2015-15.**

Enclosed you will find an invitation to bid for: **An Alignment System for
Somerville High School's Technical Careers Center Auto Repair Shop.**

When submitting bid, please identify bid clearly.

Bid # "S2015-15", "Alignment System" Time – "2:00 p.m.", Date – "Monday,
March 23, 2015" on the outside of your sealed bid.

BID SUBMITTED MUST BE AN ORIGINAL.

The completion of the following forms is necessary for consideration of a potential contract award.

**VERY IMPORTANT
WHEN SUBMITTING BID DOCUMENT, PLEASE RETAIN ORDER OF
DOCUMENTS AS ORIGINALLY PROVIDED.**

Form #2 - "Notice to Bidders" signed by authorized person submitting bid.

Form #3 - "Signature Form" completed by authorized person when submitting bid.

Form #5A - "Non-Collusion and Tax Compliance Certification Form" signed by
authorized person submitting bid.

"Bid Signature" – A bid must be signed as follows: 1) if the bidder is an individual, by her/him personally; 2) if the bidder is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the bidder is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation, and with the corporate seal affixed.

**NOTE: IF VENDOR IS INCORPORATED - SEE ATTACHED AND "SECTION
D" OF NOTICE TO BIDDERS REGARDING "CERTIFICATE OF GOOD
STANDING" REQUIREMENT.**

Please review and return with your sealed bid as sent. Also, insure that all forms are completed and your bid response is submitted as requested.

Your cooperation is greatly appreciated.

CERTIFICATE OF GOOD STANDING

TO: VENDOR
FROM: SCHOOL DEPARTMENT
RE: **CURRENT GOOD STANDING FORM**

The **AWARDED VENDOR** must comply with our request for a **CURRENT "CERTIFICATE OF GOOD STANDING"**.

If you require information on how to obtain the Good Standing Certificate or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office, Order Room for Corporations at **(617) 727-2850** (Press #1) located at One Ashburton Place, 17th Floor, Boston, MA or you may access their web site at: www.MA.GOV/SEC/COR.

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a "foreign corporation", but is not registered to do business in Massachusetts, please provide the Good Standing Certificate from your state of incorporation.

Please note that without the above certificate(s), the City of Somerville, School Department cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates in Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your original Certificate of Good Standing to the School Department, Finance Office.

Thank you,

Patricia Durette,
Finance Director

NOTICE TO BIDDERS
BID # S2015-15

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A. Sealed bids for: **An Alignment System for Somerville High School's Technical Careers Center Auto Repair Shop** will be received at the office of the Finance Director, Somerville School Department, 42 Cross Street, Somerville, Middlesex County, MA 02145 no later than **2:00 p.m. on Monday, March 23, 2015** at which time and place they will be publicly opened and read.

If, at the time of the scheduled bid opening the Somerville School Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Bids will be accepted until that date and time.

SECTION B. Forms of price bid, specifications and terms of contract can be obtained at the above office on or after **Wednesday, February 25, 2015**.

SECTION C. Bid envelopes shall be clearly marked as follows: **Bid # "S2015-15" Bid for: "An Alignment System for Somerville High School's Technical Careers Center Auto Repair Shop", Time: "2:00 p.m.", Date: "Wednesday, March 23, 2015"**.

SECTION D. If awarded vendor is incorporated in Massachusetts, vendor will be required to supply with contract a current copy of "Certificate of Good Standing" or copy of application for same and copy of check for filing application fee. If awarded vendor is incorporated outside of Massachusetts, vendor must supply with contract, either a copy of Massachusetts "Certificate of Registration" form, or a copy of the "Certificate of Good Standing" from the state of incorporation, or a copy of application for same and copy of check for filing application fee. See attached instructions.

SECTION E. The awarded vendor will be required to complete the "Somerville Living Wage Ordinance Form" attached as Form #4. N/A

SECTION F. The copy of the bid deposited with the Finance Director will be accompanied by a bid guarantee in the amount of: N/A.

Bid guarantees will be returned within 10 days to all unsuccessful bidders. Bid Bond, Certified Treasurer's or Cashier's Check is to be payable to become the property of the City of Somerville if the bid is accepted and the successful bidder either neglects or refuses to comply with the terms of the bid.

SECTION G. BONDS:

Performance Bond in the amount of \$ N/A.

Payment Bond in the amount of \$ N/A.

INSURANCE:

Worker's Compensation. **See Form 19A.**

Automobile Liability Insurance. **See Form 19A.**

General Liability Insurance. **See Form 19A.**

SECTION H. The requirement in Section E, F and/or G will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.

SECTION I. Deliveries to be made to: **Somerville High School.** See Specifications for details.

SECTION J. The City of Somerville reserves the right to accept or reject any or all bids, to waive any informalities, to divide the award, to amend any specifications, or to accept any portion of a bid, if the best interest of the City of Somerville would be served by so doing.

SECTION K. The City reserves the right to cancel a contract if awarded bidder does not respond to all necessary documents and required signature forms within twenty (20) working days or receipt of contract.

SECTION L. Contract will run from April 1, 2015 until March 31, 2016.

SECTION M. Questions concerning this invitation for bid must be in writing to:
Patricia Durette, Finance Director for the Somerville School Department, 42 Cross Street, Somerville, MA 02145 not less than ten (10) working days prior to the scheduled bid opening date.

SECTION N. If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having picked up the IFB.

NOTE

Firm: _____

By: _____ Title: _____

Date: _____ Tel. No. _____

Fax: _____ Email: _____

TERMS AND CONDITIONS

1. **FREIGHT ON BOARD (F.O.B.)**

All prices are to be firm, F.O.B. delivered destination (Somerville), to the address specified on the "Notice to Bidders" or any other department location doing business for the City of Somerville in need of such services.

2. **UNIT PRICE**

In case of error in extension of prices quoted herein, the unit price will govern.

3. **PRICE REDUCTION**

It is understood and agreed that should any price reductions occur between the opening of this bid and completion of this delivery, the benefit of all such reductions will be extended.

4. **BID BOND**

A Bid Bond, Cashier's Check or a Certified Check made payable to the City of Somerville as a deposit of good faith in an amount not less than the amount specified in the "Notice to Bidders", may be required of each bidder on all bids, and if so required, the "Notice to Bidders" shall so specify. All bids not accompanied by such deposits where required will be rejected. The City reserves the right to reject a Bid Bond as insufficient.

5. **BONDS**

Where required, the successful bidder shall furnish a satisfactory Performance Bond and/or Payment Bond within ten (10) working days after notification of the bid award. Failure to furnish required Bonds within the period specified may be cause for rejection of the bid and any deposit may be retained by the City of Somerville.

6. **INTERPRETATION OF SPECIFICATIONS/TERMS**

Any prospective bidder requesting an interpretation of existing specifications of terms and conditions must do so not less than ten (10) working days prior to scheduled bid opening date. All requests are to be in writing to the School Department and are to be in duplicate.

7. **CANCELLATION OF BID**

To withdraw, cancel, correct or modify a bid at any time prior to the bid opening date, a bidder must submit such request in writing to the Finance Director. Correction or modifications must be sealed when submitted.

TERMS AND CONDITIONS (CON'T)

8. **SAMPLES**

The qualified low bidder will be required to submit samples upon request of the Finance Director. Acceptable samples will be determining factor in the vendor selection process.

9. **FINANCIAL AND OPERATIONAL INFORMATION**

By submitting a bid, the bidder authorizes the City of Somerville to contact any and all parties referenced by the bidder regarding financial and operational information.

10. **PAYMENT**

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of this contract.

11. **DOCUMENTATION**

Please find attached exhibit copies of contract forms which the successful bidder will be required to sign.

12. **EXTENSION OF CONTRACT**

The City reserves the right to extend this contract for a maximum not to exceed ninety (90) days or twenty-five percent (25%) of the contract value at the sole discretion of the Finance Director.

SPECIFICATIONS

ARTICLE 1 – GENERAL

The Contractor shall furnish an Alignment System for the Auto Repair Shop at the Technical Careers Center at Somerville High School of the kind and quality set forth in these specifications.

ARTICLE 2 – PERFORMANCE

The contractor must be in the business of commercial auto equipment sales.

ARTICLE 3 – EQUIPMENT

Contractor shall furnish equipment which meets the equipment requirements attached to the rear of the Specifications section (See pages E13 through E16).

ARTICLE 4 – WARRANTY

Required warranty information is located in attached equipment requirements documentation.

ARTICLE 5 – DELIVERY

Delivery of equipment is to be scheduled with the Director of Technical Education at Somerville High School, Leo DeSimone @ 617-629-5258 or email: ldesimone@k12.somerville.ma.us. Preferred delivery is by June 30, 2015. Delivery price should be included in the bid pricing and needs to be an "inside delivery".

ARTICLE 6 – BRAND NAME "OR EQUAL"

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. Samples may be requested before a final decision is made. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

ARTICLE 7 – INSURANCE

- 7.1 The Contractor shall take out and maintain at all times during the life of this contract such Public Liability and Property Damage Insurance as shall protect him from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from operations under this contract, whether such operations be by himself or by anyone directly or indirectly employed by him and the amount of such insurance shall be as follows:

- (a) **GENERAL LIABILITY INSURANCE** - Contractor shall supply the City of Somerville with certificates of insurance covering general liability in amount not less than \$2,000,000 aggregate and not less than \$1,000,000 per occurrence.
 - (b) **ERRORS & OMISSIONS (PROFESSIONAL LIABILITY)** - Contractor shall supply the City of Somerville with certificates of insurance covering professional liability in amount not less than \$ N/A aggregate and not less than \$ N/A per occurrence.
 - (c) **SEXUAL ABUSE/CHILD MOLESTATION INSURANCE** – Contractor shall supply the City of Somerville with certificate of insurance covering child molestation in an amount of not less than \$ N/A aggregate and not less than \$ N/A per occurrence.
- 7.2 Before commencing performance of this contract, the Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under G.L. c. 152 (The Workmen’s Compensation Law, so-called) to all persons to be employed under this contract and shall continue such insurance in full force and effect during the term of the contract. Failure to provide and continue in force such insurance as aforesaid may be deemed a material breach of this contract and may operate as an immediate termination thereof.
- 7.3 The Contractor shall submit to the Finance Director certificates of insurance as required by Appendix C – Insurance Specifications of the contract. Such certificates shall contain the following language: “No cancellation of, or change of revision in, the Insurance by the Insurer of the Insured, the existence of which Insurance is evidenced by this certificate, shall be valid unless written notice thereof is given to the Finance Director, Somerville School Committee, 42 Cross Street, Finance Office, Somerville, MA 02145 of cancellation, change or revision, by mail, postage prepaid and evidenced by a return receipt.”
- 7.4 The Contractor shall file a copy of the Insurance policies required to be carried by him under this contract with the Finance Director within ten (10) calendar days after notice of the acceptance of its bid is given or mailed by the School Committee.

NOTE: IF DURING THE LIFE OF THIS CONTRACT YOUR INSURANCE EXPIRES, YOU SHALL BE RESPONSIBLE FOR SUBMITTING A NEW CERTIFICATE(S) COVERING THE PERIOD OF THE CONTRACT. NO PAYMENT WILL BE MADE ON A CONTRACT WITH AN EXPIRED INSURANCE CERTIFICATE.

ARTICLE 8 – PRICE

All bid prices submitted in response to this IFB must remain firm for sixty (60) days following the bid opening.

In case of error in extension of prices submitted, the unit price will govern.

ARTICLE 9 – INVOICING

Invoice may be submitted for processing upon delivery of equipment to: Somerville School Department, Finance Office, 42 Cross Street, Somerville, MA 02145. No invoice will be paid prior to delivery and receipt of equipment

ARTICLE 10 - ASSUMPTION OF LOSS AND LIABILITY

- 10.1 The Contractor agrees that it shall pay for all materials used or employed in the performance of the work under this contract and all rental or hire of appliances and equipment employed in such work.
- 10.2 Any public or private property damaged by the Contractor in carrying out the provisions of this contract shall be restored to its original condition by the Contractor at its expense, and the materials and workmanship used must be first class in every respect. In the event the Contractor fails to make such repairs promptly to the satisfaction of the Finance Director, the School Committee may at its discretion direct that such repairs be charged against the Contractor, and that any sum or sums due or to become due to the Contractor be applied to meet the cost of such repairs.
- 10.3 The Contractor agrees to assume the defense of and hold the City, the School Committee, and the officers, agents and employees of the City and the School Committee harmless from any and all suits and claims against them or any of them arising from any act of omission of the Contractor, its agents or employees in carrying out the contract.

ARTICLE 11 – RELATIONSHIP WITH CITY

The Contractor is retained solely for the purposes and to the extent set forth in this contract. During the term of this contract, the Contractor's relationship to the City shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. Neither the Contractor nor its agents or employees shall be considered as having the status or any pension rights of a City employee provided, however, that the Contractor shall be subject to all duties and penalties imposed on City employees under G.L. c. 268A regarding conflict of interest. The City shall not be liable for any personal injury to, or death of, the Contractor, its agents or employees.

ARTICLE 12 – PROHIBITION OF ASSIGNMENT, ETC.

The Contractor shall not assign, delegate, subcontract or in any way transfer or assign any obligation, interest, or right arising under this contract without prior written consent of the Superintendent and/or Finance Director. Any such action made or taken without such consent shall be void.

ARTICLE 13 – REMEDIES OF SCHOOL COMMITTEE

- 13.1 If the Contractor shall fail to perform services or shall perform services in a manner which is not pursuant to the terms and conditions of this contract, the School Committee may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor, and may deduct the surplus cost of any substitute contract, or the damages sustained by the School Committee due to nonperformance of services, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.
- 13.2 If the damages sustained by the School Committee, as determined by the Finance Director, exceed sums due or to become due, the Contractor shall pay the difference to the School Committee upon demand.
- 13.3 The Contractor shall not be liable for any damage sustained by the School Committee due to the Contractor's failure to perform services under the terms of the contract if such failure was caused by a state of war, act of enemies, embargoes, appropriation or confiscation of facilities used by the Contractor or by compliance with any federal, state or municipal governmental regulation or order, promulgated after the acceptance of the Contractor's bid by the School Committee, provided that the Contractor has notified the Administrator in writing of such cause within seven (7) days of its occurrence.
- 13.4 The School Committee may, by signed written notice from the Superintendent of Schools to the Contractor, cancel this contract at any time if it is determined by the School Committee that the Contractor has defaulted in performance of this contract or has failed in any respect to prosecute the service with promptness and diligence or, in the case of bankruptcy, insolvency, receivership or a general assignment, for the benefit of Contractor's creditors.
- 13.5 In the event the School Committee terminates this contract, the School Committee shall further retain its remedies under this contract, including but not necessarily limited to remedies under Sections 10.1 and 10.2 of the Specifications/Scope of Services.

ARTICLE 14 – REMEDIES OF CONTRACTOR

If the Contractor claims any loss or injury resulting to him from any act, omission or neglect of the School Committee, its agents or employees, other than a loss or unperformed or nonconforming services (for which the City shall in no event be liable), the Contractor shall, within seven (7) days of the occurrence or such act, omission or neglect simultaneously deliver to the Administrator, the Finance Director and the City Solicitor detailed written statement of the loss or injury resulting therefrom. No reimbursement shall be made to the Contractor unless the Contractor shall have delivered a written statement as required herein.

ARTICLE 15 – RELEASE OF THE CITY ON FINAL PAYMENT

- 15.1 Simultaneously with acceptance by the Contractor of the sums tendered by the School Committee as the final payment under this contract, the Contractor shall execute and deliver to the City an instrument under seal, forever releasing the School Committee and the City from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with this contract.
- 15.2 It is agreed that the person who, in fact, executes and delivers said instrument, shall be deemed to be authorized and empowered to execute and deliver the same on behalf of the Contractor.

ARTICLE 16 – COMPLIANCE WITH LAWS AND PUBLIC POLICY

- 16.1 This contract is made subject to all laws of the Commonwealth of Massachusetts. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.
- 16.2 The Contractor shall keep itself fully informed of and agrees to comply with pertinent federal, state and municipal laws, ordinances, rules and regulations in any manner affecting the services embraced in the contract.
- 16.3 The Contractor shall procure all applicable permits, licenses and approvals necessary for the performance of services under this contract at Contractor's expense.
- 16.4 The Contractor shall conform to all the labor laws of the Commonwealth. The Contractor shall not obstruct any person in doing work for the City.

- 16.5 The Contractor agrees not to discriminate in connection with the performance of work under this contract against any employee or applicant for employment because of race, creed, color, gender, national origin, or age. The Contractor agrees to post notices in conspicuous places, to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of this Commonwealth.
- 16.6 The Contractor agrees to comply with the provisions of G.L. c. 264BA (The Conflict of Interest Law). The Contractor shall not act in collusion with any city officer, agent or employee, or any other party, nor shall the Contractor agree to job-related gifts regarding this contract or any other matter in which the City has a direct and substantial interest.

ARTICLE 17 – TERM OF CONTRACTOR

This contract is for a period of one (1) year from April 1, 2015 to March 31, 2016.

ARTICLE 18 – RULE FOR AWARD:

This contract will be awarded to the responsive and responsible bidder who offers the lowest price for the total cost.

**CITY OF SOMERVILLE MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

REQUIREMENTS FOR AN ALIGNMENT SYSTEM

ALIGNER WITH:

Mandatory Specifications	Yes/No	Specify Alternate (if responding No)
Premium Large Cabinet		
32" Widescreen LCD		
Instruction Video Library & Full Digital Photo Adjustments		
OBD-II Steering System Reset		
PC with Windows 7		
TPMS Database		
Premium Color Printer		
Certified IShop and ASANET		
Barcode Scanner		
On-Site Trainer		
5 Megapixel High Definition Cameras		
Cameras Operation from Floor to Full Lift Extension		
Wheel Adaptors with No Metal to Metal Contact		
3D Wheel Targets		
Turnplate Bridges		

LIFT WITH:

Mandatory Specifications	Yes/No	Specify Alternate (if responding No)
Heavy Duty (18000 lb.) 4 Post Rack with Long Deck		
Open Front		
2 – 9000 lb. Capacity Swing Air Jacks		
2 – Movable Work Steps		
Built-In Air Line Kit with Air Outlets		
Full Floating Flush Slip Plates		
Heavy Duty Louvered Ramps with Built-In Wheel Stops		
On-Site Training		
Installation		

The price set forth in the bid shall constitute full and complete compensation for the goods and services to be provided by the vendor.

Total Price* for the Alignment System as specified: \$_____

***Bid Prices are to include Delivery, the cost of fuel, the cost of labor and all other charges related to the products and services listed. This will be an "Inside Delivery".**

**CITY OF SOMERVILLE, MASSACHUSETTS
SCHOOL COMMITTEE
42 CROSS STREET
SOMERVILLE, MA 02145**

REFERENCE FORM

Bidder: _____

IFB Title: _____

1. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of services provided: _____

2. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of services provided: _____

3. Reference: _____ Contact: _____

Address: _____ Phone: _____

_____ Fax: _____

Description and date(s) of services provided: _____

**CITY OF SOMERVILLE
SCHOOL COMMITTEE
SIGNATURE FORM**

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE: _____ DATE: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL: _____

NAME: _____ TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL AGREEMENT IF
DIFFERS FROM ABOVE:

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A POTENTIAL
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL CONTRACTUAL
AGREEMENT IF DIFFERS FROM ABOVE:

Contract Number: _____

**Non-Collusion Form and Tax Compliance Certification**

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

Online at: www.somervillema.gov/purchasing